

REMARKS

Claim 8 is amended. Claims 31-35 are new. No new subject matter is added. Claims 1-6 and 8-35 are now pending. Reconsideration and allowance of the pending claims is requested in light of the following remarks.

Allowable Subject Matter

Claim 16 is objected to as being dependent upon a rejected base claim, but is otherwise indicated to be allowable if rewritten in independent form to include all the limitations of the base claim and any intervening claim. In keeping with this suggestion, new claim 31 is added. Claim 31 contains all the features of claim 16 and base claim 11, and is therefore in condition for allowance.

Claim Rejections – 35 USC § 102

Claims 8, 11-13, 20 and 23-25 are rejected under 35 USC 102(e) as being anticipated by U.S. Pat. No. 6,898,181 to Rasanen (“Rasanen”). The applicant respectfully disagrees. In order to anticipate these claims, Rasanen must disclose the identical invention in as complete detail as contained in the invention. MPEP 2131.

Claim 8 recites “receiving an in-band indication of compression *renegotiation* at a first network device” (emphasis added). Claims 11, 20 and 23 recite similar features as claim 8.

Rasanen discloses that compression parameters must first be *negotiated* before data transmission may begin (column 2, lines 7-9) and that an inband *negotiation* may take place by means of XID frames (column 2, lines 12-20; emphasis added).

While Rasanen may disclose inband *negotiation*, contrary to claims 8, 11, 20, and 23, Rasanen fails to disclose compression *renegotiation*. The FOA alleges at page 14 that “[t]he XID frames contain compression renegotiation indication messages, but the FOA does not identify where exactly Rasanen discloses that “XID frames contain compression renegotiation indication messages,” and indeed Rasanen fails to disclose that XID frames contain compression renegotiation indication messages. The FOA alleges at page 2 that the identified feature is disclosed by Rasanen’s teaching of “figure 511, send MS compression parameters to ISDN.” But sending compression parameters to ISDN is still not identically the same as an in-band indication of compression *renegotiation*.

The FOA states at page 14 that “XID frames ... are in-band signals, which by definition [are] sent along the same path as data transmission.” The applicant rejects this extrinsic definition of “in-band” that is being offered by the FOA, noting that the FOA has failed to consult the intrinsic record to ensure that the extrinsic definition is the one that is most consistent with the intrinsic record as required by MPEP 2111.01(III). Furthermore, specific knowledge of the prior art must always be supported by citation to some reference recognized as standard in the pertinent art. MPEP 2144.03.

For at least the above reasons, Rasanen fails to anticipate claims 8, 11, 20 and 23 because it fails to disclose the feature of “receiving an in-band indication of compression *renegotiation* at a first network device” as recited in claim 8 and similar features that are recited in claims 11, 20, and 23.

Additionally, claim 8 is amended to specify that compression renegotiation occurs after data transmission has started. Contrary to this feature, Rasanen discloses that compression negotiation must occur before data transmission can begin (column 2, lines 7-9). Rasanen fails to anticipate claim 8 for this additional reason.

Claims 12-13 and 24-25 are not anticipated by Rasanen at least because these claims inherently contain the features of claims 8, 11, 20, or 23.

Claim Rejections – 35 USC § 103

Claims 1-3, 6, 17-19 and 26-29 are rejected under 35 USC 103(a) as being unpatentable over Rasanen in view of U.S. Pat. No. 7,203,226 to Rabipour et al. (“Rabipour”). The applicant respectfully disagrees.

Claim 1 recites “a transcompression element to route in-band compression *renegotiation* messages and to transmit in-band *renegotiation* indication messages between the first and second networks.” Claim 17 recites “including an in-band *renegotiation* capability advertisement in the connect message.” Claim 26 recites “include an in-band renegotiation capability advertisement.” Claim 27 recites “a means for receiving in-band compression renegotiation messages.”

As was explained above for claim 8, Rasanen does not disclose *renegotiation*, and Rabipour also fails to disclose this feature. For at least this reason, the finding that the prior art included all claimed elements of claims 1, 17, 26, and 27 cannot be made. Consequently, the rationale provided in the OA does not support a conclusion of obviousness for these claims.

MPEP 2143(A). Dependent claims 2-3, 6, 18-19, and 28-29 are allowable at least because if an independent claim is nonobvious under 35 U.S.C. 103, any claim depending therefrom is also nonobvious. MPEP 2143.03.

Claims 4 and 30 are rejected under 35 USC 103(a) as being unpatentable over Rasanen in view of ITU-T V.150.1 ("V.150.1"). The applicant respectfully disagrees. These claims are allowable at least because if an independent claim is nonobvious under 35 U.S.C. 103, any claim depending therefrom is also nonobvious.

Claims 5, 9-10, 14-15 and 21-22 are rejected under 35 USC 103(a) as being unpatentable over Rasanen in view of ITU-T Recommendation V.44 (V.44"). The applicant respectfully disagrees. These claims are allowable at least because if an independent claim is nonobvious under 35 U.S.C. 103, any claim depending therefrom is also nonobvious.

Conclusion

For the foregoing reasons, reconsideration and allowance of the pending claims is requested. Please telephone the undersigned at (503) 222-3613 if it appears that an interview would be helpful in advancing the case.

Respectfully submitted,

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A handwritten signature in black ink, appearing to read "Todd J. Iverson", is written over a horizontal line.

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